



CITY OF DUNDEE CITY COUNCIL MEETING

801 N. Highway 99W, Dundee, OR 97115

City Hall Phone: (503) 538-3922 Website: www.DundeeCity.org

The Mission of City Government is to provide essential, quality public services in support of the livability, safety and viability of the Dundee community.

NOVEMBER 19, 2024, 7:00 PM

1. Open Regular City Council Meeting
2. Amendments to the Agenda, if any
3. Public Comment: Each speaker will be allowed up to 3 minutes to speak after being recognized by the Mayor. Councilors will generally not respond to comments except to ask clarifying questions. The council may direct concerns raised by the speaker to the City Administrator or place the issue of concern on the agenda for Council discussion.
4. Consent Agenda: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member (or a citizen through a Council member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda.
 - 4.1 City Council Minutes, November 5, 2024 Pages 3-6
 - 4.2 2025 Meeting Calendar Pages 7
 - 4.3 Police Report Ending October 2024 Pages 8

Action Requested: Motion to Accept the Consent Agenda
5. OLD Business:
 - 5.1 Bypass-Interchange Options Pages
Discussion
 - 5.2 Tourism Marketing Contract Pages 9-23
Action Requested
 - 5.3 Awarding Water Rights Certification Contract Pages 24-29
Action Requested
6. New Business
 - 6.1 Changes to the Employee Handbook Pages 30-78
Discussion
 - 6.2 Fire District Consolidation Pages 79-80
Discussion
7. Council Concerns & Committee Reports
8. Mayor's Report
9. City Administrator Report
10. Public Comment: Each speaker will be allowed up to 5 minutes to speak after being recognized by the Mayor. Councilors will generally not respond to comments except to ask clarifying questions.

11. Executive Session: In accordance with ORS 192.660 (2) (i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

12. Adjourn

Pending Business:

1. Public Works
 - 1.1 Old Dundee Elementary School

2. Planning/Land Use
 - 2.1 Dundee Riverside District Code Amendment
 - 2.2 Exterior Lighting – Code Update/Street Light Standards
 - 2.3 Code Amendments – Land Use Procedures
 - 2.4 Pending Type II or Type III Land Use Applications
 - 2.5 Sander Estate Park Developer Agreement
 - 2.6 Psilocybin Ordinance

3. City Council
 - 3.1 Update SDC Methodologies
 - 3.2 Storm Drain Master Plan Update

4. Parks & Trails
 - 4.1 WWTP Nature Park
 - 4.2 Riverside District Neighborhood Parks
 - 4.3 Build out of tipsu palach Park

5. Next Available Ordinance & Resolution No's.
 - 5.1 Ordinance No. 590-2024
 - 5.2 Resolution No. 2024-17

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the Administrative Assistant at City Hall (503) 538-3922.

**City of Dundee
City Council Meeting Minutes
November 5, 2024**

CALL TO ORDER

Mayor David Russ called the meeting to order at 7:03 P.M.

COUNCIL AND STAFF ATTENDANCE

Attendance Mayor David Russ; City Councilors Tim Weaver, David Ford and David Hinson.
Absent: City Council President Storr Nelson; City Councilor Jeannette Adlong and Bruce Starr.

Staff Attendance: City Administrator, Steve Dahl; City Planner, Doug Rux and Administrative Assistant / Assistant City Recorder, Kenzie Nagel. Via Zoom: City Attorney, Matthew Kahl.

Public Attendance:

Alex Chiper, 520 SW 5th Street, Peter Donor, 780 SE Locust Street and Tim Tice, Oregon Water Association.

AGENDA CHANGES

Removal of the second executive session, item twelve on the agenda.

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion to approve the Consent Agenda

- 4.1 City Council Minutes, October 1, 2024**
- 4.2 City Council Minutes, October 15, 2024**
- 4.3 Financial Report Ending September 2024**

C. Hinson inquired about the beginning balances within the financial report; brief discussion ensued.

ACTION: Motion to Approve the Consent Agenda.

Motion: C. Ford
Second: C. Weaver
Vote: Unanimous in favor

OLD BUSINESS:

ORDINANCE 588-2024, PSILOCYBIN REGULATIONS (SECOND HEARING)

City Planner Doug Rux approached and informed Council that the psilocybin regulation was ready for its second hearing. He asked Council to pass Ordinance 588-2024. A detailed report was provided on page three of the agenda packet. C. Weaver voiced continuous concern regarding psilocybin use. A brief discussion ensued, addressing Council's concerns while affirming the need to comply with state standards.

ACTION: Motion to Approve an Ordinance Approving a Development Code Amendment for Psilocybin Standards to Section 17.202.020 Allowed Uses, Section 17.203.090 Home Occupations, Section 17.203.280 Adding 17.203.280 Psilocybin Facilities, and Section 17.501 Definitions.

Vote yay: M. Russ, C. Ford and C. Hinson

Vote nay: C. Weaver

WATER RATE INCREASE

Tim Tice from the Oregon Water Association presented Council with an updated handout on water rate increases. He reviewed each page in detail, explaining budget alignment and emphasizing the tiered structure for cubic feet usage. Tice also provided a page with multiple options for further action. He suggested a base rate of \$28.27, with a first tier at \$7 and a second at \$8.40; lengthy discussion ensued.

TOURISM PROJECT MANAGER CONTRACT

C.A. Dahl explained that the Tourism Committee was recommending Bethany Caruso's group for the Tourism project manager contract. A quick discussion ensued regarding the contract compensation and timeline of their work.

ACTION: Move to Approve the Contract for Tourism Project Manager Services with Elle & Lu Flowers & Events LLC.

Motion: C. Ford

Second: C. Hinson

Vote: Unanimous in favor

MARKETING CONTRACT AWARD

C.A. Dahl explained that the Tourism Committee was recommending The Greenhouse Collaboratives for the marketing contract for the Tourism Committee after interviewing two consulting companies.

ACTION: Move to Approve Greenhouse Collaboratives for the Tourism Marketing Services Contractor.

Motion: C. Ford

Second: C. Weaver

Vote: Unanimous in favor

APPROVAL OF CONTRACT FOR AUDIT SERVICES

C.A. Dahl stated that a master agreement was recently added with the city’s current auditing company, REDW, which the city attorney suggested changes for. C.A. Dahl suggested to either sign the agreement and conduct an audit this December or complete two audits next year with a new company. C.A. Dahl recommended completing an audit this year and find a local audit firm for future work. City Atty. Kahl advised completing the audit this year, clarifying that the master agreement was not a long-term contract.

ACTION: Motion to Approve the Contract Audit Services Not Exceeding \$35,000.

Motion: C. Ford
Second: C. Hinson
Vote: Unanimous in favor

NEW BUSINESS:

RESOLUTION 2024-16, INITIATION OF DMC AMENDMENTS RE DUPLEXES/ADU’S

Rux explained the recently passed requirements for duplexes and accessory dwelling units (ADU’s). A detailed report was provided starting on page 313 of the agenda packet. He noted that the city had until June 2025 to initiate the development code process and recommended that Council pass the resolution that would begin the city code revision process and working with Planning Commission, leading to a public hearing and final decision. M. Russ asked about incorporating a forced density zone into this process, to which Rux responded that it may be more complex but would look into it.

ACTION: Move to Pass Resolution No. 2024-16, a Resolution Initiating Dundee Municipal Code, Title 17 Development Code Amendments for Duplexes and ADU’s.

Motion: C. Ford
Second: C. Weaver
Vote: Unanimous in favor

ORDINANCE 589-2024, REGARDING STORAGE OF VEHICLES ON STREET

C. Hinson inquired if this ordinance was only selected to have wheels and not necessarily storage trailers, etc. C.A. Dahl provided an example of instances that can be moved off the street would be considered.

ACTION: Motion to Adopt Ordinance No. 589-2024, an Ordinance Amending Title 8 Chapter 8.16 and Title 10 Chapter 10.04 and 10.08 of Dundee Municipal Code.

Motion: C. Ford
Second: C. Weaver
Vote: Unanimous in favor

COUNCIL CONCERNS AND COMMITTEE REPORTS

None.

MAYOR'S REPORT

M. Russ quickly shared the taxes within the DURA zoning and how the money is collected; brief discussion transpired.

CITY ADMINISTRATOR'S REPORT

- November 6th – Lafayette County Dinner at 6 pm
- November 14th – City Council Goal Setting Session at 6 pm
- ARCO gas station is installing new pumps, new signs, HVAC system, etc.
- Working with the Tourism Committee on their budget for the next fiscal year

PUBLIC COMMENT

Alex Chiper approached Council regarding concerns for the water rate increase. He explained the base rate amounts and his personal water usage; thorough discussion followed.

EXECUTIVE SESSION

The Council met in Executive Session in accordance with ORS 192.660 (2) (e) to conduct deliberations with persons designated by the governing body to negotiate property transactions.

The City Council did not reconvene, and the Executive Session was adjourned at 9:14 P.M.

The meeting was adjourned at 9:14 P.M.

David Russ, Mayor

Attest:

Steve Dahl, City Administrator/Recorder

2025 MEETING CALENDAR

| CITY COUNCIL | |
|-----------------------------------|----------------|
| Time: 7:00 PM | |
| Location: Fire Dept / ZOOM | |
| Tuesday | January 7th |
| Tuesday | January 21st |
| Tuesday | February 4th |
| Tuesday | February 18th |
| Tuesday | March 4th |
| Tuesday | March 18th |
| Tuesday | April 1st |
| Tuesday | April 15th |
| Tuesday | May 6th |
| Tuesday | May 20th |
| Tuesday | June 3rd |
| Tuesday | June 17th |
| Tuesday | July 1st |
| Tuesday | July 15th |
| Tuesday | August 5th |
| Tuesday | August 19th |
| Tuesday | September 2nd |
| Tuesday | September 16th |
| Tuesday | October 7th |
| Tuesday | October 21st |
| Tuesday | November 4th |
| Tuesday | November 18th |
| Tuesday | December 2nd |
| Tuesday | December 16th |

| PLANNING COMMISSION | |
|-----------------------------------|----------------|
| Time: 7:00 PM | |
| Location: Fire Dept / ZOOM | |
| Wednesday | January 15th |
| Wednesday | February 19th |
| Wednesday | March 19th |
| Wednesday | April 16th |
| Wednesday | May 21st |
| Wednesday | June 18th |
| Wednesday | July 16th |
| Wednesday | August 20th |
| Wednesday | September 17th |
| Wednesday | October 15th |
| Wednesday | November 19th |
| Wednesday | December 17th |

| BUDGET COMMITTEE | |
|-----------------------------------|------------|
| Time: 7:00 PM | |
| Location: Fire Dept / ZOOM | |
| Thursday | March 6th |
| Thursday | March 13th |
| Thursday | March 20th |
| Thursday | March 27th |

| MUNICIPAL COURT | |
|-------------------------------------|---------------|
| Dates are subject to change. | |
| Time 5:30 PM | |
| Location: City Hall | |
| Tuesday | January 14th |
| Tuesday | February 11th |
| Tuesday | March 11th |
| Tuesday | April 8th |
| Tuesday | May 13th |
| Tuesday | June 10th |
| Tuesday | July 8th |
| Tuesday | August 12th |
| Tuesday | September 9th |
| Tuesday | October 14th |
| Tuesday | November 4th |
| Tuesday | December 9th |

| PARKS ADVISORY COMMITTEE | |
|-----------------------------------|---------------|
| Time: 7:00 PM | |
| Location: Fire Dept / ZOOM | |
| Wednesday | January 8th* |
| Wednesday | February 5th |
| Wednesday | March 5th |
| Wednesday | April 2nd |
| Wednesday | May 7th |
| Wednesday | June 4th |
| Wednesday | July 2nd |
| Wednesday | August 6th |
| Wednesday | September 3rd |
| Wednesday | October 1st |
| Wednesday | November 5th |
| Wednesday | December 3rd |

| HOLIDAYS: CITY HALL CLOSED | | |
|----------------------------|---------------|-------------------------------------|
| Wednesday | January 1st | New Year's Day |
| Monday | January 20th | Martin Luther King Jr. Day |
| Monday | February 17th | President's Day |
| Monday | May 26th | Memorial Day |
| Thursday | June 19th | Juneteenth |
| Friday | July 4th | Independence Day |
| Monday | September 1st | Labor Day |
| Tuesday | November 11th | Veteran's Day (Observed) |
| Thursday | November 27th | Thanksgiving Day |
| Friday | November 28th | Day after Thanksgiving |
| Wednesday | December 24th | Closing at 12:00 PM (Christmas Eve) |
| Thursday | December 25th | Christmas |
| Wednesday | December 31st | Closing at 12:00 PM (N/Y Eve) |

| TOURISM COMMITTEE | |
|-----------------------------------|----------------|
| Time: 8:00 AM | |
| Location: Fire Dept / ZOOM | |
| Wednesday | January 22nd |
| Wednesday | February 26th |
| Wednesday | March 26th |
| Wednesday | April 23rd |
| Wednesday | May 28th |
| Wednesday | June 25th |
| Wednesday | July 23rd |
| Wednesday | August 27th |
| Wednesday | September 24th |
| Wednesday | October 22nd |
| Wednesday | November 26th |
| Wednesday | December 17th* |

* mtg date adjusted due to holiday

2024 Dundee Stats

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Traffic Citations | 19 | 34 | 60 | 49 | 41 | 48 | 57 | 62 | 52 | 54 | | | 476 |
| Written Warnings | 7 | 21 | 16 | 10 | 14 | 9 | 11 | 16 | 10 | 12 | | | 126 |
| Traffic Stops | 40 | 61 | 87 | 63 | 62 | 104 | 154 | 139 | 115 | 67 | | | 892 |
| Motor Vehicle Accidents | 6 | 7 | 3 | 2 | 5 | 10 | 4 | 4 | 8 | 9 | | | 58 |
| Noise Complaints | 0 | 2 | 1 | 0 | 3 | 9 | 3 | 2 | 6 | 3 | | | 29 |
| Adult Arrests | 7 | 4 | 6 | 5 | 8 | 6 | 5 | 5 | 11 | 6 | | | 63 |
| Juvenile Custodies | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | | | 2 |
| Behavior Health | 2 | 1 | 3 | 2 | 5 | 2 | 3 | 1 | 2 | 3 | | | 24 |
| DUIs | 2 | 3 | 1 | 3 | 3 | 1 | 0 | 1 | 2 | 0 | | | 16 |
| Calls for Service | 146 | 167 | 191 | 161 | 202 | 246 | 308 | 262 | 288 | 219 | | | 2,190 |

AGENDA REPORT

To: Mayor Russ and City Council

From: Steve Dahl, City Administrator

Date: November 11, 2024

Re: Tourism Marketing Services Contract

Background:

The Tourism Committee previously met to discuss the marketing of Dundee and recommended to Council the hiring of a marketing services manager. The manager would help devise a marketing strategy for the city and manage the \$45,000 tourism marketing account. The compensation would come from the \$30,000 Travel Dundee Coordinator position.

The contract would be for 12 months and could be extended further if the city has sufficient revenue to support the position. The revenue could come from an increased transient lodging tax or grants from Travel Oregon.

Motion: I move to award a public contract to Greenhouse Collaboratives for the Tourism Marketing Services.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of November, 2024 (the “Effective Date”) by and between the **City of Dundee**, an Oregon municipal corporation, (the “City”) and **Griffae Design, LLC, an Oregon limited liability company, doing business as Greenhouse Collaboratives** (“Contractor”), collectively, the “Parties”.

RECITALS

A. The City is in need of professional services for tourism marketing manager services and conducted a public procurement process for the services pursuant to the City’s Public Contracting Rules, ORS Chapters 279A and 279B.

B. Contractor submitted a timely and responsive proposal in response to the City’s solicitation.

C. After an evaluation process, the City determined the Contractor’s proposal to be the most advantageous to the City.

D. The purpose of this Agreement is to set forth the obligations and duties of each party with respect to the provision of services by Contractor to the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties mutually agree to be bound as follows:

1. Engagement. The City hereby engages Contractor to provide services related to tourism marketing manager, and Contractor accepts such engagement.

2. Scope of Work. The duties and responsibilities of Contractor (the “Services”) shall be as described in Attachment A, attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall become effective upon the full execution by the Parties (the “Effective Date”) and shall terminate on November 30, 2025 (the “Term”). The Term may be extended by mutual written agreement of the Parties. Notice of intent to extend shall be provided by the City to Contractor in writing no later than 60 days prior to the expiration of the Term.

4. Payment.

4.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses may be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses.

4.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

4.3 The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

4.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

4.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

5. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

6. Notices. All notices, demands, requests and other communications shall be in writing, and shall be deemed received when delivered to the addressee (i) personally, (ii) via

electronic mail, (iii) via certified mail, return receipt requested, postage prepaid, or (iv) via overnight mail, when delivered to the other party. Such notice, demand, request, and other communications shall be deemed to have been received as of the date so delivered or, if mailed, three (3) business days after the date so mailed, or, if sent by overnight courier service, one (1) business day after the date so sent, or, if sent via electronic mail, upon confirmation of successful transmission pursuant to an electronic mail receipt confirmation, or such other objective means of confirming successful delivery of the notice:

CITY: City of Dundee
Attn: City Administrator
520 SW 5th Street
P.O. Box 220
Dundee, Oregon 97115
Email: steve.dahl@dundeecity.org

CONTRACTOR: Greenhouse Collective
Attn: Kayin Griffith
1102, NE Springbrook
Newberg, Or 97132
Email: kayin@greenhousecollabrotatives.com

7. Standard of Care. Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

8. Insurance.

At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

8.1 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

8.2 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

8.3 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall

contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

8.4 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

9. Termination.

9.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

9.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

9.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

9.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

9.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

9.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 9.2 of the Agreement.

9.2 Breach of Agreement

9.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

9.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

9.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 9.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

9.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

9.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

10. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

11. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

12. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

13. Indemnification.

13.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this

Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

13.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

13.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

14. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

15. Compliance with Law.

15.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

15.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

15.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

15.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

15.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

15.6 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other

needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

15.7 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

15.7.1 Either:

15.7.1.1 For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

15.7.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

15.7.2 For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

15.7.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

15.8 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

15.9 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

15.10 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

15.11 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans

with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15.12 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

15.13 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

15.14 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

15.15 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

15.16 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

15.17 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

15.18 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

15.19 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

16. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

17. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

18. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

19. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

20. Mediation/Dispute Resolution

20.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of Dundee, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of Dundee. Venue for any litigation shall be the Circuit Court for Yamhill County.

21. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

22. Records, Inspection and Audit by the City.

22.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

22.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

22.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

22.4 This Section 22 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

23. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

24. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

25. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF DUNDEE

Signature: _____

Print: Steve Dahl

Title: City Administrator

Date: _____

CONTRACTOR:

**GRIFFAE DESIGN, LLC,
An Oregon limited liability company, doing
business as,
GREENHOUSE COLLECTIVE**

Signature: _____

Print: Kayin Griffith, Member

Date: _____

Print: Cary Griffith, Member

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

DRAFT

ATTACHMENT A SCOPE OF WORK

Develop Annual Marketing Strategy

- Craft a comprehensive marketing strategy for the fiscal year
- Align strategies with the City of Dundee's goals and objectives

Lead Marketing Strategy

- Oversee the implementation of the marketing strategy
- Adjust and optimize strategies as needed throughout the year

Monthly Meetings

- Lead one marketing meeting with the Travel Dundee Team
- Attend one monthly tourism committee meeting to provide detailed report on marketing efforts

Social Media Plan

- Develop a detailed social media plan with post themes and ideas
- Work closely with freelance creative director for content creation and copywriting

Quarterly Marketing Campaigns

- Develop and launch quarterly marketing campaigns
- Monitor and report on campaign performance

Advertising Management

- Lead digital and print advertising placement
- Manage and annual ad spend budget of approximately \$48,000
- Ensure optimal use of the advertising budget

PR Initiative

- Create and execute quarterly PR initiatives
- Ensure these initiatives with the overall marketing strategy

**ATTACHMENT B
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE | LIMITS OF LIABILITY | | REQUIRED FOR THIS CONTRACT |
|--|--|--|----------------------------|
| General Liability | Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury | \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella | YES |
| Please indicate if Claims Made or Occurrence | | | |
| Automobile Liability | Combined Single – covering any vehicle used on City business | \$2,000,000 | YES |
| Workers' Compensation | Per Oregon State Statutes If workers compensation is not applicable, please initial here _____. State the reason it is not applicable: _____ | | YES |
| Professional Liability | Per occurrence Annual Aggregate | \$500,000 or per contract \$500,000 or per contract | YES |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City of Dundee
Attn: City Administrator
520 SW 5th Street
P.O. Box 220
Dundee, Oregon 97115

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

**ATTACHMENT C
COMPENSATION**

City agrees to pay Contractor a monthly fee of \$3,000.00 for the Services with an hourly rate of \$100.00/hour.

Additional services listed below are not included in the monthly fee but can be provided with a 10% discount:

- Payment of specific costs for additional contractors, advertisement, and other expenses such as google ads.
- Design services outside of social media templating.
- Video services outside of social media templating.
- Branding designs for various campaigns.

All other additional services deemed necessary will be added to this agreement through an addendum.

AGENDA REPORT

To: Mayor and City Council
From: Steve Dahl, City Administrator
Date: November 11, 2024
Reason: Water Rights Certification and Extension Proposals

Background:

On October 11th, the city released a request for proposals (RFP) to extend and certify the City of Dundee’s water rights. The city posted the RFP to the city’s website, the League of Oregon Cities’ website, and the Mid-Willamette Valley Council of Governments website. Staff also sent the RFP to GSI Water Solutions, Inc., and Kennedy Jenks, both organizations the city has worked with in the past. Kennedy Jenks recommended that the city also send the RFP to CwM-H2O, with whom they have worked with in the past and whom they recommend as experts in the field.

The due date for proposals was November 8th, on which the city received two proposals. The first was from GSI, and the second was from CwM-H2O. Both proposals met the qualifications listed in the RFP, and staff scored them as follows, based on the matrix listed in the RFP.

| | Cover Letter | Qualifications | Experience | Approach | Fee Proposal | Total |
|------------|--------------|----------------|------------|----------|--------------|-------|
| Max Points | 5 | 25 | 25 | 25 | 20 | 100 |
| CwM-H2O | 4 | 25 | 25 | 25 | 20 | 99 |
| GSI | 5 | 25 | 25 | 25 | 15 | 95 |

GSI estimates the cost of the extensions to be \$23,985, with the option to partially perfect Permit G-6017 for an additional \$2,870. CwM-H2O estimates the project at \$17,638 and does not recommend perfecting the water right for Permit G-6017.

Staff believe that both companies can effectively complete the request stated in the RFP. GSI may be able to complete the project more quickly because of their recent experience working with the City of Dundee, but there is no question that CwM-H2O can complete the project on time at a slightly cheaper cost.

Motion: I move to hire CwM-H2O to complete the extension and perfection of the city’s water rights.



**CITY OF DUNDEE
REQUEST FOR PROPOSALS
WATER RIGHTS SERVICES**

GENERAL INFORMATION

INTRODUCTION

The City of Dundee is seeking proposals from qualified individuals, partnerships or firms to provide services to certify and/or extend the city’s existing water rights through the State of Oregon’s Water Resources Department.

BACKGROUND

The City of Dundee is located approximately 30 miles west of Portland in the heart of Oregon Wine Country. The City holds three water right certificates (29157, 61759, and 87588) and four permits (G-6017, G-12685, G-17484, and G-17485) authorizing groundwater appropriations. The City holds four water right certificates (8781, 8817, 14654, and 17145) and one permit (S-44462) authorizing surface water diversions. The City operates and/or leases thirteen wells, of which three wells are certified, two wells are test wells, one well is out of service for turbidity issues, and one well is out of service for PFAS issues. The remaining wells are operational.

On October 6, 2009, the Oregon Water Resources Department (“OWRD”) issued Final Orders on the City’s applications for extension of time to complete construction and to fully apply water to beneficial use to October 1, 2025. The City has completed its Water Management and Conservation Plan, a requirement under the above referenced Final Orders.

The City needs to prepare and file a claim of beneficial use for Permit G-17484 with OWRD, and prepare and file applications of extensions for the remaining permitted water rights with OWRD to provide the city an opportunity to evaluate options and costs/benefits for developing these water rights and, where applicable, to provide time to complete plans and construct infrastructure needed to develop the water rights.

SOLICITATION SCHEDULE

The City anticipates the following general timeline for receiving and evaluating proposals and selecting a contractor.

- | | |
|-------------------------------|--|
| • RFP Posted and Advertised | October 11, 2024 |
| • Deadline for Clarifications | October 29, 2024, at 5:00 p.m. |
| • Deadline for Protests | October 29, 2024, at 5:00 p.m. |
| • Deadline for Addenda | November 4, 2024 |
| • Proposal Due Date | November 8, 2024, at 2:00 p.m. |
| • Proposal Opening | November 8, 2024, at 2:30 p.m. |
| • Evaluation of Proposals | November 8, 2024 – November 15, 2024 (approx.) |
| • Council Approval | November 19, 2024 |
| • Notice of Intent to Award | November 20, 2024 (approx.) |
| • Protest Period | 7 calendar days after issuance of NOI |
| • Contract Negotiation | Following expiration of Protest Period |
| • Commencement of contract | December 1, 2024 (approx.) |



ADDENDA

The City reserves the right to change the RFP by written addenda. Proposers shall notify the City of their interest in the RFP to obtain addenda and other pertinent notifications. Any addenda will have the same binding effect as though contained in the RFP. Verbal instructions or information concerning the scope of work of the RFP shall not bind the City. No addenda will be issued later than the date in the Solicitation Schedule, except an addendum modifying the Proposal Due Date. Each proposer is responsible for obtaining all addenda prior to submitting a Proposal and must acknowledge receipt of all addenda as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

CLARIFICATIONS

A prospective proposer may request a change or clarification to the RFP by submitting a written request to steve.dahl@dundeecity.org with the subject line of "RFP Request – Water Rights" no later than the date set forth in the Solicitation Schedule. The request must specify the provision of the RFP in question, contain an explanation for the requested change, and any proposed modification. If the city determines a change is necessary, the City will modify the RFP through the issuance of an Addenda to all prospective proposers known to the City to have expressed interest in the RFP.

SOLICITATION PROTESTS

A prospective proposer may protest the procurement process or the RFP by submitting a written protest to steve.dahl@dundeecity.org with the subject line of "RFP Protest – Water Rights" no later than the date set forth in the Solicitation Schedule. A timely filed written protest must include sufficient information to identify the solicitation that is the subject of the protest; the grounds that demonstrate how the procurement process is contrary to law or how the RFP is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; evidence or supporting documentation that supports the grounds on which the protest is based; and the relief sought. The City will consider the protest and issue a decision in writing, or will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet the requirements of this section and give the reasons for the failure.

CANCELLATION

ORS 279B.100 provides for cancellation, rejection, or delay of proposals when the cancellation or rejection is in the best interest of the City as determined by the City. The City reserves the right to cancel the award of this contract at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest.

LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Proposals must be submitted by the Proposal Due Date as set forth in the Solicitation Schedule. Any proposals submitted after the Proposal Due Date will be considered late and determined nonresponsive. A proposer's request for modification of a proposal, or withdrawal of a proposal received after the specified date and time for submission is late. The City will not consider late proposals, late requests for modifications, or late withdrawals.

SCOPE OF SERVICES

The City is seeking a qualified individual, partnership, or firm to provide the following scope of services.

- Prepare and file claim(s) of beneficial use for fully developed permits
- Prepare and file application(s) for extension of time for non-fully developed permits



The selected Proposer shall provide information and/or reports to the City Administrator and City that may include:

- Attend council meeting(s)
- Written monthly status reports

PROPOSAL SUBMITTAL AND DUE DATE

All proposals must be submitted to the City by the Proposal Due Date as set forth in the Solicitation Schedule. Proposers can email proposals to the City Administrator at the email address listed below with the subject line of "RFP – Water Rights". Proposers may also deliver proposals to Dundee City Hall in care of the City Administrator at the address listed below.

Steve Dahl, City Administrator
City of Dundee
520 SW 5th Street
P.O. Box 220
Dundee, Oregon 97115
steve.dahl@dundeecity.org
503-538-3922

The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the Proposal Due Date will not be considered. Faxed proposals will be rejected.

RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarification of each proposal; 2) negotiate a final contract that is in the best interest of the City; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the City's interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgement, it is in the City's best interest to do so; and 7) request any additional information city deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.

PUBLIC RECORDS

All proposals submitted are the property of the City and, as such, are considered public records and are subject to disclosure pursuant to Oregon Public Records Law. Accordingly, proposals received and opened shall not be available for public inspection until after the City's Notice of Intent to Award is issued. Thereafter, except for information marked "Trade Secret," all documents received by the City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records Law. Any proposal marked as a trade secret in its entirety will be considered nonresponsive.

COSTS

The City will not be responsible under any circumstances for the costs incurred by Proposers or others for the preparation or submission of any proposal. The City is not liable for any cost incurred by the Proposer in protesting the City's selection decision and contract award.

PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items. Proposals that fail to meet these requirements may be deemed non-responsive:



1. Cover Letter.
 - a. A one- or two-page cover letter signed by an officer of the firm authorized to bind the firm to all statements made in the Proposal.
 - b. Acknowledge the Proposer accepts all terms and conditions contained in the RFP and supporting documents or specifically identifies any and all exceptions.
 - c. Contact information including address, phone number, website, and email address.
 - d. State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
2. Qualifications. This section should identify the capabilities and resources of the Proposer to furnish the desired services. Proposers must demonstrate:
 - a. Knowledge of water rights and certification requirements.
 - b. Experience doing water certifications.
3. Proposer’s Team. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Dundee.
4. Approach/Work Plan. Describe how the Proposer intends to address the tasks listed in the scope of services, including Proposer’s understanding of the goals and objectives and the approach the Proposer will use to perform the task listed in the scope of services.
5. Prior Experience. The Proposal should include at least four (4) samples of previous work.
6. Capacity. Explain Proposer’s workload capacity with the level of service required by the City.
7. Fee Proposal, including billable rates for any person proposed to work on the project, along with any additional charges that might be incurred.
8. Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status, or other protected class, and has a drug-free workplace policy.

PROPOSAL EVALUATION

Each Proposal will be evaluated on its completeness and quality of content based on evaluation criteria identified below. All Proposals deemed responsive will be reviewed by the City Administrator based on the following evaluation criteria and scoring:

| | |
|--|-----------|
| Cover letter | 5 points |
| Proposer’s Qualifications/Team | 25 points |
| Proposer’s Experience/Demonstrated Results | 25 points |
| Proposer’s Approach/Work Plan | 25 points |
| Fee Proposal | 20 points |

Interviews with proposers may be part of the review process if deemed necessary by the City Administrator. The City reserves the right to contact references as part of the decision-making process and prior to making a final selection. Upon completion of the evaluation process, the City intends to negotiate a final Professional Services Agreement with the selected Proposer.

NOTICE OF INTENT TO AWARD

Responsive proposers to this RFP will be notified of the City’s intent to award a contract not less than seven (7) days prior to the award of the contract.



PROTEST OF AWARD

A Proposer may protest the award of a contract if the proposer is adversely affected because the proposer would be eligible to be awarded the contract in the event that the protest were successful and the reason for the protest is that all lower bids or higher ranked proposals are nonresponsive, the City failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the RFP, the City abused its discretion in rejecting the protestor’s proposal as nonresponsive, or the City’s evaluation of proposals or the City’s subsequent determination of award is otherwise in violation of ORS Chapter 279A or ORS Chapter 279B.

Award protests must be delivered in writing to Steve Dahl at steve.dahl@dundeecity.org with the subject line of “RFP Award Protest – Water Rights” no later than seven (7) days after the issuance of the notice of intent to award. The written protest must specify the grounds for the protest to be considered by the City.

CONTRACT NEGOTIATION

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract, the City reserves the right to negotiate with the next highest ranked Proposer. The negotiation process may continue in this manner until an agreement is reached or the City terminates this RFP.

The City of Dundee is an Equal Opportunity/Affirmative Action Employer. Women, Minorities and Disabled Persons are encouraged to apply.

AGENDA REPORT

To: Mayor Russ and City Council
From: Steve Dahl, City Administrator
Date: November 11, 2024
Re: Update of Personnel Handbook

Background:

In the new collective bargaining agreement with the Tualatin Valley Fire Fighters Union Local 1660, the city council agreed to provide a Juneteenth as new holiday. In reviewing the city's Employee Handbook to include Juneteenth as a holiday for the entire staff, I realized there were other sections that needed to be revised.

Since the Employee Handbook has not been revamped since 2018 and was last updated in 2020, I felt that it would be a good time to have the city attorney review the handbook and recommend suggestions to ensure it complies with state and federal law. This review would also help identify any provisions that could potentially put the city at risk.

Tonight, we have an updated Employee Handbook for your review. If there are no concerns with the suggested changes, I will place it on the December 3rd agenda for council approval.



Employee Handbook

Effective February 20, 2018

Adopted - Resolution No. 2018-01
Amended – Resolution No. 2020-11

50249-77934 4865-0711-1907.3

Welcome!

Welcome to the City of Dundee we're glad to have you on our team. At City of Dundee, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with City of Dundee, you will become a productive and successful member of our team.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of Dundee and its employees. The policies stated in this handbook are subject to change at any time at the sole discretion of the City of Dundee with or without prior notice. This handbook supersedes any prior handbooks or written policies that are inconsistent with its provisions.

This handbook does not create a contract of employment between the City of Dundee and its employees. All employment at City of Dundee is "at will." That means that either you or the City of Dundee may terminate this relationship at any time, for any reason not prohibited by law, with or without cause or notice (unless you are subject to a collective bargaining agreement or written contract of employment). The City Council has the exclusive authority to approve any agreement or contract that changes the at-will relationship or deviates from the provisions in this [handbook](#).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, or any policies that are issued after the handbook, please ask the City Administrator.

Sincerely,

Steve Dahl
City Administrator

Commented [RLS1]: Consider adding immigration law compliance language here? (e.g., "The City of Dundee is committed to employing United States citizens and aliens who are authorized to work in the United States and does not discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City of Dundee within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the City Administrator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.")

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I. EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICIES

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with the City Administrator at any time if they have questions relating to the issues of harassment, discrimination or bullying.

A. No-Discrimination Policy

City of Dundee provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran's status, [current or future military status](#), [marital status](#), [family relationship](#), [credit history information](#), or any other status protected by applicable federal, Oregon, or local law. This EEO policy applies to all aspects of the employment relationship. ~~including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.~~

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B. No-Harassment Policy

City of Dundee prohibits harassment of any kind in the workplace, or harassment outside of the workplace that violates its employees' right to work in a harassment-free workplace.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City-related or -sponsored trips (such as conferences or work-related travel), and during off-hours when that off-duty conduct creates an unlawful hostile work environment for any of City of Dundee's employees. Such harassment is prohibited whether committed by City employees or by non-employees, such as elected officials, members of the community, and vendors.

The policy prohibits any conduct at work that a reasonable person in the individual's circumstances would consider unwelcome, intimidating, hostile, threatening, violent, abusive, or offensive. It also prohibits employment actions, including hiring, promotion, termination, and compensation decisions, to be taken based on a protected characteristic. This policy also prohibits any form of retaliatory action toward an employee for filing a complaint of discrimination or harassment, or for participation in an investigation of a complaint.

Workplace harassment can be based on national origin, age, sex, race, disability, religion, sexual orientation, gender identity, or gender expression. It may also encompass other forms of unwelcome, hostile, intimidating, threatening, humiliating, or violent behavior that is not necessarily illegal, but still prohibited by this policy.

Sexual Harassment

Sexual harassment is a form of workplace harassment and includes, but it not limited to, the following types of conduct~~has been defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:~~

1. Unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature when such conduct is directed toward an individual because of that individual's sex and submission to such conduct is made either explicitly or implicitly a term or condition of employment; or submission to or rejection of such conduct is used as the basis for employment decisions affecting that individual.

~~1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;~~

~~2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;~~

3-2. Unwelcome verbal or physical conduct that is sufficiently severe or pervasive to have Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual Assault is unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

This policy also prohibits conduct based on an individual's protected class status. Although by no means all-inclusive, the following ~~Some~~ examples represent prohibited behavior: of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or deficiency; leering, whistling, touching, assault, sexually suggestive, insulting, or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; or discriminatory treatment based on sex. ~~This is not a complete list.~~

Other Forms of Prohibited Harassment

City of Dundee policy also prohibits harassment against an individual based on the individual's ~~race, color, religion, national origin, age, sexual orientation, marital status, disability, protected activity, and any other status protected by applicable law~~ protected class status.

Although by no means all-inclusive, the following examples represent prohibited behavior:

~~Such harassment may include verbal, written or physical conduct that denigrates or shows hostility towards an individual because of any protected status, and can include:~~

- Physical harassment, including, but not limited to, unwelcome physical contact such as touching, impeding or blocking movement, or any physical interference with work ~~Jokes, pictures (including drawings), epithets, or slurs;~~
- Verbal harassment, including, but not limited to, disparaging or disrespectful comments, jokes, slurs, innuendoes, teasing, and other sexual talk such as jokes, personal inquiries, persistent unwanted courting, and derogatory insults ~~Negative stereotyping;~~

- Nonverbal harassment, including, but not limited to, suggestive or insulting sounds, obscene gestures, leering, or whistling. Threatening, intimidating, or hostile acts that relate to a protected class; or
- Visual harassment, including, but not limited to, displays of explicit or offensive calendars, circulation of derogatory content, posters, pictures, drawings, cartoons, or any other written or graphic material that reflects disparagingly upon, denigrates, or shows hostility or aversion toward an individual or group because of the protected status a class of persons or a particular person.

The City of Dundee will not tolerate discriminatory conduct, harassment, or sexual assault. Any individual found to have engaged in such conduct may face disciplinary action up to, and including, dismissal. We may also subject managers and supervisors who fail to report known harassment – or fail to take prompt, appropriate corrective action – to disciplinary action, including potential dismissal.

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Bullying

City of Dundee strives to promote a positive, professional work environment free of physical or verbal harassment, “bullying,” or discriminatory conduct of any kind. The City, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for any reason. For purposes of this policy, “bullying” refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person’s work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on web sites for co-workers, supervisors or elected officials.

Any complaints regarding violation of this policy prohibiting harassment should be raised pursuant to the Complaint Procedure section below. Harassment, particularly sexual harassment, can be difficult to define. For this reason, we strongly urge you to use our Complaint Procedure without worrying about whether the conduct involved would be

[considered harassment from a legal sense. If you consider the conduct to be harassment, report it. This policy is intended to assist us in addressing not only illegal harassment, but also any conduct that is offensive and inappropriate. Our policy prohibiting harassment applies to all conduct on City premises by any supervisor, manager, coworker, contractor, consultant, subordinate, vendor, client, patron, or customer, and to all conduct off City premises that affects an employee's work environment. Violations of this policy by vendors, patrons, clients, or customers should also be raised pursuant to the Complaint Procedure section below.](#)

5- [Violations of this policy are serious offenses, and any employee found to have engaged in such conduct is subject to discipline, up to and including termination.](#)

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Complaint Procedure/Oregon Workplace Fairness Act

[The City of Dundee complies with all relevant provisions of the Oregon Workplace Fairness Act. Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, all employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. All employees are encouraged to discuss this policy with their immediate supervisor or the City Administrator, at any time if they have questions relating to the issues of discrimination, harassment, or bullying.](#)

[Any employee who feels that he or she has been the subject of a violation of the City's policies prohibiting discrimination, requiring accommodation, prohibiting harassment, and prohibiting retaliation, or who has observed a violation of any of these important policies, should promptly report any such violation to the City. All employees of the City should also document, in writing, any incidents or conduct potentially violating these policies.](#)

[Any employee who feels that he or she has been the subject of a violation of the City's policies prohibiting discrimination, requiring accommodation, prohibiting harassment, and prohibiting retaliation, or who has observed a violation of any of these important policies, should promptly take the following steps:](#)

- [Only if you are comfortable doing so, politely, but firmly, confront whoever is engaged in the policy violation. State how you feel about his or her actions and request that the person cease the violation immediately.](#)

- [If the violation continues or if you don't feel comfortable confronting the person, report the matter to your immediate supervisor. Note: Incidents involving violence or threats of violence should always be reported immediately to the City Administrator. If you are not comfortable reporting the conduct to your immediate supervisor, the report may be given to the City Administrator. Employees may report to any of the persons listed above and need not observe any particular chain of command.](#)

- [Orally or in writing, state specific details of the behavior constituting the violation. It is helpful if complaints are filed with the City within thirty \(30\) calendar days of the alleged act. It is also helpful if details of dates, times, places, and witnesses, if any, of the violation can be provided. Complaints should include the name of the complainant, the name of persons alleged to have engaged in the conduct violating the City's policies, a specific and detailed description of the conduct that the employee believes violates the City's policies, and a description of the](#)

~~relief the employee desires. Employees are strongly encouraged to tell the harasser that the behavior is offensive and unwanted, and that they want it to stop. Employees who have experienced any harassment, discrimination, or bullying, are expected and required to bring the matter to the attention of their immediate supervisor or City Administrator as soon as possible.~~

~~In addition, any employee who observes any conduct that he or she believes constitutes harassment, discrimination, or bullying, or who receives information about these types of incidents that may have occurred, must immediately report the matter to the City Administrator.~~

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with City of Dundee's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Protection against Retaliation

City of Dundee prohibits any form of unlawful retaliation in any way against any employee because the employee has ~~made a good faith~~ filed a complaint pursuant to this policy or the law, has reported ~~(in good faith)~~ harassing, discriminatory, ~~or~~ bullying conduct, or retaliation, or has participated in an investigation of such conduct, ~~has filed a workers' compensation claim, or who, in good faith, reports information the employee believes is evidence of a violation of a state or federal law, rule, or regulation.~~ Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the Reporting Improper and Unlawful Activity Policy, below.

C. Disability Accommodation Policy

City of Dundee does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to physical or mental disability. City of Dundee is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. The City is also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

Disability Accommodations

When City of Dundee becomes aware of any disability that prevents an otherwise qualified applicant or employee from performing a job, the City will assess whether any reasonable accommodation would allow the person to perform the job before refusing employment or making a distinction in terms, conditions, or privileges of employment because of the disability.

City of Dundee will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation

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of the City. [An accommodation that creates an undue hardship on the City or which endangers health or safety is not a reasonable accommodation.](#)

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or the City of Dundee and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the City Administrator, and should specify which essential functions of the employee’s job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his or her need for a reasonable accommodation.

Other Accommodations

Religion

The City of Dundee does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to religion. The City of Dundee will reasonably accommodate requests based on an employee’s religious practices or beliefs, except where such request constitutes an undue hardship. Employees requiring religious accommodation should present requests for accommodation to the City Administrator as soon as possible.

The City of Dundee allows employees to use vacation or other available leave for the employee’s religious observances or practices so long as the employee’s use of the leave will not impose any undue hardship on The City of Dundee. The City of Dundee’s policies do not restrict the ability of employees to wear religious clothing, take time off for a holy day, or to take time off for other religious practices or observances unless the accommodation would impose an undue hardship, or the activities would have more than a temporary or tangential impact on the employee’s ability to perform the essential functions of his/her job.

Domestic Violence

The City of Dundee does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to an employee’s status as a victim

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of domestic violence, sexual assault, or stalking. Requests for accommodation under this policy should be presented to the City Administrator as soon as possible.

Upon request and certification, the City of Dundee will provide a reasonable safe accommodation, which may include, but is not limited to, transfer, reassignment, modified schedule, unpaid leave from employment, changed work telephone number, changed work station, installed lock, implemented safety procedures, and workplace or job duty adjustments, unless the accommodation would impose any undue hardship on the operation of the business of the City of Dundee.

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Pregnancy

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The City of Dundee does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to known limitations related to pregnancy, childbirth, or a related medical condition, including but not limited to lactation. The City of Dundee therefore will not, on the basis of pregnancy, childbirth, or related medical condition:

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- Deny employment opportunities to an applicant or employee;
- Fail to make reasonable accommodation that would not impose any undue hardship on the operation of the City of Dundee;
- Take adverse employment action against an employee;
- Require an employee to accept a reasonable accommodation that is unnecessary to perform the essential duties of the job; or
- Require the employee to accept a reasonable accommodation if the employee does not have a known limitation, or requiring the employee to take any other leave if the City of Dundee can make reasonable accommodation.

Reasonable accommodation may include, but is not limited to:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest;
- Assistance with manual labor;
- Modification of work schedules or job assignments; or
- Leave to recover from childbirth or other medical conditions related to pregnancy or child birth.

Upon notification by an employee of the employee's pregnancy, the City of Dundee will provide the employee written notice of their right to reasonable accommodation within ten (10) days of receipt of such notice. An accommodation that creates an undue hardship on the City of Dundee or which endangers health or safety is not a reasonable accommodation. Any additional requests for accommodation under this policy should be presented to the City Administrator as soon as possible.

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D. Reporting Improper or Unlawful Conduct – No Retaliation

Employees may report reasonable concerns about City of Dundee’s compliance with any law, regulation or policy, using one of the methods identified in this policy. Dundee will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City of Dundee;
- Mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health resulting from action of the City of Dundee ;
- A substantial and specific danger to public health and safety resulting from actions of the City of Dundee ; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

Employee Reporting Options

In addition to the City of Dundee’s Open Door Policy (see section V.G.), employees who wish to report potential improper or unlawful conduct should first talk to his or her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor’s response, you are encouraged to speak with the City Administrator. Supervisors are required to inform the City Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

~~If Dundee were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above~~Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the complaint procedure to ensure a timely, thorough investigation and handling of the situation. ~~Employees, the employee~~ may, however, contact ~~file a complaint with~~ the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or seek relief ~~or bring a civil action~~ in a court to secure all remedies provided for under ~~available Oregon law~~, whether criminal or civil. Although the City of Dundee cannot provide employees with legal advice, Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082, or 659A.112) commence no later than five (5) years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City of Dundee's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of his or her employment. The disclosure must have been made to either: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City of Dundee; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

City of Dundee will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he or she is disclosing information about conduct that is improper or unlawful.

In addition, the City prohibits retaliation against an employee because he or she participates in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City of Dundee employee will be adversely affected because they refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his or her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City of Dundee determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

Nondisclosure, Non-Disparagement, and No-Rehire Provisions

[Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his or her experience.](#)

[If an employee who has been aggrieved by workplace harassment, discrimination, or sexual assault wants to enter into a settlement, separation, or severance agreement with the City of Dundee, the employee should contact the City Administrator. The employee's request to enter into such an agreement must be in writing \(email or text is acceptable\).](#)

[Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault, including the amount or terms of a settlement.](#)

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A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the District.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the City and allows the City to not rehire that individual in the future.

We will not require a former, current, or prospective employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement, which contains a nondisclosure, non-disparagement, or no-rehire provision and will have at least seven (7) days to revoke any such agreement. The City of Dundee will not offer a settlement on the condition of a request for these terms.

II. EMPLOYMENT STATUS

A. Introductory Period of Employment

All new employees, including current employees who are promoted or transferred within the City of Dundee, are hired into an introductory training period that generally lasts no less than six months. ~~The introductory period is an extension of the employee selection process.~~ During this period, you are considered to be in training and under observation and evaluation by your manager. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City of Dundee meets your expectations of an employer.

At or before the end of the introductory period, a decision about your employment status will be made. The City will decide whether to: (1) Extend your introductory period; (2) Move you to regular, full-time or regular, part-time status; or (3) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and the City of Dundee may terminate the employment relationship during the introductory period for any lawful reason. Further, completion of the introductory period or continuation of employment after the introductory period does not entitle you to remain employed by the City for any definite period of time. Both you and the City of Dundee are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law.

B. Employee Classification

City of Dundee classifies employees as follows:

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1. **Regular Full-time:** Employment in an established position requiring 40 hours or more of work per week. Generally, full-time employees are eligible to participate in City of Dundee’s Healthcare benefit programs.
2. **Regular Part-time:** Employment requiring less than 40 hours of work per week. Normally a part-time schedule, such as portions of days or weeks, will be established. Occasional workweeks of over 40 hours will not constitute a change in status from part-time to full-time. Regular, part-time employees are not eligible for Healthcare benefits except those mandated by applicable law.
3. **Temporary:** Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Temporary employment can either be full-time or part-time. Temporary employees are not eligible for benefits other than those mandated by applicable law.

Additionally, all employees are defined by federal and Oregon law as either “exempt” or “non-exempt,” which determines whether the employee is eligible for overtime. [“Exempt” employees are employees whose positions meet specific criteria established by the Fair Labor Standards Act \(FLSA\) and applicable state laws and who are exempt from overtime pay requirements. This may include employees paid on a commission basis. “Non-exempt” employees are employees whose positions do not meet the FLSA or state law criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.](#) Employees will be instructed as to whether they are exempt or non-exempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all City of Dundee rules and procedures. [If you have any questions regarding your status as an exempt or non-exempt employee, or entitlement to overtime, please feel free to contact the City Administrator.](#)

C. The Workweek

The workweek is a seven-day work period beginning Saturday at 12:00 a.m. through Friday at 11:59 p.m. Typically, business hours are from Monday through Friday 8:00 a.m. through 5:00 p.m. Employee work schedules are established by the supervisor.

D. Meal Periods and Rest Breaks

Nonexempt employees are required to take a paid, uninterrupted 10-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Nonexempt employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his or her supervisor before the end of the shift so that Dundee may pay the employee for that work.

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Meal periods and rest breaks are mandatory and are not optional. An employee's meal period and rest break(s) may not be taken together as one break. Meal periods and rest breaks may not be "skipped" in order to come in late or leave early. An employee who fails to abide by this policy and applicable laws may be subjected to discipline, up to and including termination.

The City of Dundee also provides reasonable unpaid rest periods to accommodate an employee who needs to express milk for the employee's child that is 18 months or younger. The City of Dundee will make a reasonable effort to provide a private location, within a close proximity to the employee's work area, where the employee may express milk concealed from view and without intrusion by other employees or the public. Employees are allowed to bring a cooler or other insulated container to store the expressed milk, or store the milk in any onsite refrigerator provided to employees for their use. Please notify the City Administrator so that proper arrangements can be made.

Employees with questions about the rest or meal breaks available to him or her should contact the City Administrator.

E. Overtime

Time-and-a-Half

City of Dundee pays one and one-half times a non-exempt employee's hourly rate for all hours worked over 40 in any workweek. Non-exempt employees are those who work in positions for which an overtime premium must be paid under Oregon wage and hour law and the Fair Labor Standards Act.

Limitation on Overtime Pay

Paid hours not actually worked (for example, sick, vacation, and holidays) will not be counted toward the 40 per workweek required to receive overtime pay. Notwithstanding the aforementioned limitation, non-exempt employees required to routinely work non-office hours to accommodate meetings and assignments, such as those of the City Council, Budget Committee, Municipal Court, Planning Commission, etc. will be compensated at the overtime rate for the hours worked at such meetings whether the employee exceeds the total hour worked in the workweek or not.

Supervisor Authorization

No overtime may be worked by non-exempt employees unless specifically authorized by a supervisor or City Administrator, unless emergency circumstances prevent prior approval. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

Compensatory (Comp) Time

As deemed appropriate by the City Administrator, the City may award non-exempt employees compensatory (comp) time at a rate of 1.5 hours for each hour worked in excess of 40 hours in a work week in lieu of overtime pay. Employees are encouraged to work with their supervisor to schedule and use comp time within 60 days of when it is accrued. The maximum accrual of comp time is 40 hours. The City may elect to pay off any amount of accrued comp time at any time or

require an employee to schedule the use of comp time. When an employee is separated from employment with the City of Dundee, any remaining comp time will be paid to the employee.

F. Timekeeping Requirements

All non-exempt employees must accurately record time worked on a time sheets for payroll purposes. Employees are required to record their own time at the beginning and end of each work period, including before and after the meal period. Non-exempt employees also must record any time not worked during their shift in quarter hour increments. Filling out another employee's time sheet, allowing another employee to fill out your time sheet, or altering any time sheet will be grounds for discipline up to and including termination. An employee who fails to record his or her time may be subjected to discipline as well.

Exempt employees are required to record whole days not worked (for example: vacation, holiday, sick) on their time sheet.

G. Employee-Incurred Expenses and Reimbursements

City of Dundee will pay actual and reasonable business-related expenses you incur in the performance of your job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by your supervisor/manager before they are incurred. City of Dundee will not pay for or reimburse the costs incurred by a spouse, registered domestic partner or travel companion who accompanies the employee on City-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement.

Some examples of actual and reasonable business-related expenses that the City will reimburse/pay for are:

- *Conferences or Workshops:*
- *Education:*
- *Meals:* Alcoholic beverages are not eligible expenses for reimbursement.
- *Mileage and Parking:* Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by the City of Dundee.

H. Payroll Policies

The City of Dundee is committed to comply with the Oregon Equal Pay Law and prohibits screening job applicants based on current or past compensation. Cornell Farm is also committed to providing equal pay for "work of comparable character" requiring substantially similar knowledge, skill, effort, responsibility, and working conditions in the performance of work, regardless of job description or title. The City of Dundee reserves the right however to use bona

vide factors such as a seniority system, a merit system, quantity or quality of production, education, training, experience, or any combination of these factors to explain pay differentials.

Employees are paid monthly for work performed from the first day of the month to the last day of the month. Paydays are generally the 15th of the month following the payroll period. Regular full-time and regular part-time employees may elect to receive a payroll draw equaling up to 50% of the employee's regular net pay, rounded up to the closest hundred dollars, on the first day of each month. Payroll draws must be requested in writing by the 20th of the month ~~on a form provided by the Office Manager.~~ The draw request will remain in effect until the employee submits a written notice to discontinue or modify the draw. ~~The Office Manager~~ Payroll shall reduce the amount of the draw if the employee has not worked sufficient hours to be entitled to the full amount of the requested draw. The amount of the draw shall be reconciled at the issuance of net pay and shall be reported on the itemized statement of wages provided to the employee.

Net pay and draws will be directly deposited into the employee's bank account, ~~unless an employee requests otherwise in writing.~~ In the event the regularly scheduled issuance of net pay or payroll draw falls on a weekend or holiday, the issuance date will be the last previous weekday.

No paychecks will be personally delivered to any person other than the employee named on the paycheck ~~unless the employee provides written permission for someone else to receive the check.~~

The City of Dundee makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City has made any improper deductions, has failed to pay you for all hours worked or for overtime, or has failed to properly calculate your wages in any way, you must immediately report the error to your ~~immediate supervisor the Office Manager.~~ City of Dundee will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination because he or she has reported any errors or complaints regarding the City's pay practices.

I. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the Office Manager to assure that the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;

- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City of Dundee about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

J. Performance Reviews

All City of Dundee employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action (including termination).

City of Dundee's goal is to provide an employee with his/her first formal performance evaluation within six months after hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review on an annual basis.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed not later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

III. TIME OFF AND LEAVES OF ABSENCE

A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized Dundee business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must inform their supervisor via a telephone call (voice or text) prior to the start of the employee's shift/work day. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. ~~The first instance of a no-call/no-show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no-call/no-show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment. See section VI B.~~

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B. Vacation

It is the policy of the City of Dundee to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his or her employment anniversary date. For regular, full-time employees, vacation accrues as follows:

| <u>Service</u> | <u>Monthly Accrual</u> | <u>Hours Per Year</u> |
|----------------|------------------------|-----------------------|
| 0 – 5 years | 6.67 hours | 80 |
| 6 – 10 years | 10 hours | 120 |
| 11 – 15 years | 12 hours | 144 |
| 16 + years | 13.33 hours | 160 |

Regular, part-time employees earn vacation in the proportion that their normally scheduled number of hours bears to 40 per week. For example, a regular, part-time employee who usually works 20 hours per week would earn 40 hours of vacation upon completing his or her first year of service.

Vacation time is earned monthly, but may not be taken until the employee successfully completes the initial introductory period as a new employee. Upon termination, resignation, or retirement an employee shall be paid for all accrued vacation time. However, no payment will be made for termination or resignation during an employee's introductory period. Employees are not entitled to pay in lieu of taking time off for vacation, except the City Administrator is authorized to buy down up to 40 hours of accrued vacation time earned by exempt employees

if the City Administrator determines there were special circumstances that prevented the exempt employee from effectively using their earned vacation time. The maximum amount of vacation accrual allowed is equal to the annual accrued amount plus forty hours at the end of the employee's anniversary year, or it will be forfeited. Vacation must be scheduled with one's supervisor at a time that is mutually convenient.

C. Sick Leave

City of Dundee provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact the [City Administrator](#) ~~Office Manager~~. Please also refer to the Oregon Sick Leave Law poster that is posted in City Hall and is incorporated here by reference.

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Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees.

Employees begin to accrue paid sick leave on the first day of employment, but may not use paid sick leave until after a full month of employment.

Full-time employees shall accrue sick leave at the rate of eight (8) hours for each full month of service, to a maximum accrual of 960 hours. Part-time and temporary employees earn sick leave at the rate of .04 hours for every hour worked, to a maximum accrual of 160 hours. Paid sick leave shall be taken in hourly increments.

Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular rate of pay. Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined in the "Use of Sick Leave" section below.

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment. However, after an employee accumulates the maximum accrual of hours, no further sick leave will accrue until leave hours fall below the maximum accrual amounts. If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Use of Sick Leave

An employee may use accrued sick leave when unable to perform work by reason of personal illness or injury, personal medical or dental care, or exposure to contagious disease under circumstances by which the health of the public or fellow employees would be endangered.

Also, up to 160 hours each calendar year of accrued paid sick leave may be used for the following reasons:

1. Caring for an employee's injured or ill family member. "Family member" means the eligible employee's grandparent, grandchild, spouse, or registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.
2. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
3. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
4. In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.

Employees absent from work for a qualifying reason must use accrued sick time hours for that reason and on each subsequent day of absence.

In the case of a work-related accident or injury, an employee may use sick time to offset any hours not paid through Worker's Compensation for time loss, or to offset the reduction in regular pay until accumulated sick time is used. At no time, however, can the combined of these exceed normal earnings, nor can an employee use more sick time than what the employee has accumulated.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify his/her supervisor as soon as practicable before the leave using the City of Dundee's call-in/notification procedures. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of the City. Employees must notify his or her supervisor of any change in the expected duration of sick leave as soon as is practicable.

Unforeseeable Sick Leave: If the need for sick leave is unforeseeable, the employee must notify his/her supervisor as soon as practicable and comply generally with City of Dundee's call-in procedures. See "Attendance, Punctuality and Reporting Absences" policy above. Generally, an employee should notify his/her immediate supervisor of unforeseeable sick leave at least 30 minutes prior to the beginning of his/her shift, unless physically unable to do so, at which time notice should be given as soon as possible.

An employee must contact his/her supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, City of Dundee may deny the use and legal protections of sick leave.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, City of Dundee may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

Donation of Sick Leave

If an employee has used up their sick leave and all other types of paid leave, they may request that other staff members donate their sick leave to them to help them out in trying circumstances. The employee donating their sick leave will donate two hours for every one that the recipient employee receives. For example, if employee A makes a request for sick leave and employee B would like to donate their sick leave. Employee B would donate 20 hours for every 10 hours employee A receives. A written agreement stating the amount of sick leave donated and the amount of sick leave received will be signed by both parties.

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Sick Leave Abuse

If City of Dundee suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, City of Dundee may require documentation from a healthcare provider on a more frequent basis. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

D. Holidays

The City of Dundee recognizes the following holidays each year:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Eve (Half day starting at noon)
- Christmas Day
- New Year's Eve (Half day starting at noon)

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All full-time employees will receive their regular straight-time compensation for each holiday. Regular part-time employees receive pay for each designated holiday in the proportion that their normally scheduled number of hours equals 40 hours per week.

A holiday that falls on a weekend will be observed on either the preceding Friday or the following Monday to coincide with local custom.

Any non-exempt employee required to work on a holiday will receive straight-time payment for the hours worked in addition to the paid holiday.

E. Family Medical Leave

Statement of No FMLA/OFLA Coverage

City of Dundee employees are not eligible for leaves of absence under the Oregon Family Leave Act (OFLA) or the federal Family Medical Leave Act (FMLA) due to the entity's small size. However, employees may be eligible for twelve (12) weeks of paid leave through the Oregon Employment Department under Paid Leave Oregon, as described in Section L below. However, the City of Dundee will grant 12 weeks of medical leave for an employee's own serious medical condition for the reasons listed below:

Definitions

A "calendar year" begins on January 1st and end December 31st.

Eligible Employee

An "eligible employee" must have been employed with the City for at least (180 days)

Length of Leave

In any one year calculation period, eligible employees may take up to 12 weeks of medical leave. Each time an employee takes medical leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the calendar year.

Serious Health Condition

"Serious health condition" is defined under this policy as an illness, injury, impairment, or physical or mental condition that, for example, requires inpatient care in a medical facility such as a hospital, hospice, or residential facility such as a nursing home; requires constant or continuing care such as home care administered by a health care professional; involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that prevents the employee from performing the functions of the employee's job; includes pregnancy related conditions and prenatal care; leave for the birth of a child or for the placement of a children under 18 years of age for adoption or foster care.

Intermittent Leave

Intermittent or reduced schedule leave may be taken when medically necessary due to the serious health condition of the employee. Employees must make reasonable efforts to schedule

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~~planned medical treatments so as to minimize disruption of the City of Dundee's operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee.~~

Commented [PH2]: Remove this - employees are now eligible for 12 weeks of paid leave under Paid Leave Oregon

Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave in the following order: Sick, vacation, and compensatory time, prior to a period of unpaid leave of absence. If the employee has not accrued paid leave, floating holidays, vacation, compensatory time or sick leave available to use during a medical leave, the leave will be unpaid.

Holiday Pay While on Leave

Employees using vacation or sick pay during an approved medical leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

Benefits While on Leave

The City of Dundee will continue the employee health coverage under any group health plan during a period of approved medical leave on the same terms as if the employee had continued to work. The employee must continue to make regular contributions to the cost of the health insurance premiums during the leave. Employees will not accrue vacation, sick, or other benefits while the employees is on medical leave.

Job Protection

Employees returning to work from a medical leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if a position has been eliminated.

One exception is that City of Dundee will honor requests from eligible employees to take a leave of absence under the Oregon Military Family Leave Act. Thus, during a period of military conflict, as defined by law, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces ("Military Spouse"), and who has been notified of an impending call or order to active duty (or who has been deployed) is entitled to a total of 14 days of unpaid leave per deployment after the Military Spouse has been notified of an impending call or order to active duty and before deployment and when the Military Spouse is on leave from deployment. To be an eligible employee and

entitled to this leave, the employee must have worked an average of 20 hours per week prior to beginning the requested leave.

F. Bereavement Leave

Up to 40 hours of bereavement leave will be granted to employees who have experienced the death of a family member and is unpaid; employees, however, may use accrued paid sick leave or other forms of accrued paid leave during the bereavement leave period. "Family Member" is defined to include the employee's spouse, ~~same-sex domestic partner (registered)~~, child, parent, parent-in-law, grandparent, or grandchild, or the same relations of an employee's ~~same-sex domestic partner (registered)~~ or spouse. Requests for bereavement leave must be made to the employee's immediate supervisor before the leave is to begin.

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G. Jury and Witness Duty

Jury Duty

City of Dundee will grant employees time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's manager to verify the need for such leave. Employees shall receive pay during jury/witness duty but shall transfer any compensation received for the performance of such duty to the City.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his or her supervisor informed about the amount of time required for jury duty.

Witness Duty

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to Office Manager upon receipt.

Except for employee absences covered under City of Dundee's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation or comp time to cover their absence from work. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

H. Religious Observances Leave and Accommodation Policy

City of Dundee respects the religious beliefs and practices of all employees. City of Dundee will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use vacation or comp time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with City Administrator.

I. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his or her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

“Immediate family member” includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued leave in the following order: comp, vacation, sick leave during the leave period; or the employee may choose to take the leave on an unpaid basis.
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to City Administrator as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, City of Dundee may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney’s office, police report, a protective order issued by a court, or similarly reliable sources.

J. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his or her minor dependents.

Reasons for taking leave include the employee’s (or the employee’s dependent’s) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued leave in the following order: comp, vacation, sick leave while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to City Administrator as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. City of Dundee will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City Administrator notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact City Administrator immediately with requests for reasonable safety accommodations.

K. Military Leave

Employees who wish to serve in the military and take military leave should contact City Administrator for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law. [During your military leave of absence, your benefit coverage will be the same as for any other employee on an unpaid leave of absence. Medical coverage may be continued based on the provisions of the Uniformed Services Employment Rights Act of 1994 \(USERA\). You may apply any unearned, accrued vacation time before the beginning of your military service leave if you wish; however, you are not obligated to do so.](#)

L. Paid Leave Oregon

[Paid Leave Oregon \("PLO"\) is a statewide insurance program available to eligible Oregon employees that provides paid time off to give or receive care for Qualifying Events as defined by the PLO law. The program is funded by premiums paid by employees and employers \(generally those with 25 or more employees\) and is administered by the Oregon Employment Department \("OED"\).](#)

[To qualify, employees need to:](#)

- [work in Oregon,](#)
- [have earned \\$1,000 in wages in either the year benefits are requested, or the year prior,](#)
- [have contributed to PLO in either the year benefits are requested, or the year prior, and](#)
- [have experienced a Qualifying Event.](#)

[Qualifying events include:](#)

- [caring for and bonding with a child during the first year after the child's birth or placement through foster care or adoption, including leave related to the legal process required for placement of a foster child or adoption;](#)

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- [caring for a family member with a serious health condition;](#)
- [caring for the employee’s own serious health condition; or](#)
- [seeking medical, legal, or law enforcement assistance for the employee or the employee’s minor child or dependent related to domestic violence, harassment, sexual assault, or stalking \(also called “Safe Leave”\).](#)

[In some cases, employees with complications related to pregnancy, childbirth, or a related medical condition may receive an additional two \(2\) weeks of paid leave, for a total of 14 weeks of paid leave.](#)

[“Family member” means the spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of domestic partner or a person with whom the employee is in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of an employee or the child of an employee’s domestic partner, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. For the purposes of PLO, an employee’s child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken.](#)

[PLO may not be used concurrently with workers’ compensation or unemployment benefits.](#)

[While on PLO, you are entitled to wage replacement. That means you will receive all, or a portion of, your average weekly pay from the OED. The benefit is calculated as follows:](#)

- [If your average weekly wage is equal to or less than 65% of the statewide average weekly wage as calculated by the OED, your weekly benefit amount will be 100% of your average weekly wage.](#)
- [If your average weekly wage is greater than 65% of the statewide average weekly wage as calculated by the OED, your weekly benefit amount will be the sum of:](#)
 - [65% of the statewide average weekly wage; and](#)
 - [50% of your average weekly wage that is greater than 65% of the statewide average weekly wage.](#)

[Your maximum weekly benefit cannot exceed 120% of the statewide average weekly wage. If you receive less than full wage replacement on PLO, you may, but are not required to, use any accrued by unused PTO to supplement your wages to receive full wage replacement.](#)

[Upon return from PLO, you will be restored to the same position you held prior to your leave. If the position no longer exists, you will be restored to any available equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. While on PLO, you are entitled to the same healthcare and other benefits you would be entitled to had you not taken leave.](#)

[The OED determines your eligibility and qualification for this leave. To apply for benefits, you will submit an application to the OED. However, you should give as much notice to City of Dundee as possible.](#)

[If your need for leave is foreseeable, you must provide the City with written notice at least thirty \(30\) days before your first day of leave. Examples of foreseeable reasons include the birth of a child, placement of a child, or planned medical treatment. If the need for leave is unforeseeable, you must provide the City with oral notice within 24 hours of commencement of leave, and written notice within 3 days of commencement of leave. Employees should contact the City Administrator to request information regarding PLO. Failure to provide notice may result in a 25% reduction in your first weekly benefit payment under PLO.](#)

[Please bear in mind that PLO is administered by the Oregon Unemployment Department. Applications must be submitted to the OED, not City of Dundee. The City of Dundee does not make any determination regarding denial or approval of applications for PLO.](#)

M. Other Legally Required Leaves

[City of Dundee makes every effort to describe in this Handbook all leaves to which you are legally entitled. If you believe you are entitled to a leave not described in this Handbook, please contact the City Administrator.](#)

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IV. EMPLOYEE BENEFITS

A. Healthcare Benefits

Employees who meet the definition of "benefit eligible" under both City of Dundee policy and that of its health insurance provider are entitled to the benefit options offered by Dundee. Generally speaking, that means City of Dundee offers medical insurance for all of its regular, full-time employees. Part-time employees are not eligible for health-insurance coverage, unless otherwise established by law. Dundee pays the cost of individual coverage for its regular, full-time employees. Those employees who wish to have their dependents included in the insurance plan are required to pay twenty percent (20%) of the monthly premium for that coverage on a payroll deduction basis.

The group insurance policy and the summary plan description issued to employees set out the terms and conditions of the health insurance plan offered by the City of Dundee. These documents govern all issues relating to employee health insurance. As other employee benefits are offered by the City, employees will be advised and provided with copies of relevant plan documents. Copies are available from the Office Manager.

B. Employee Assistance Program (EAP)

This free, confidential service is provided to all employees covered by our medical insurance benefits, and their covered dependents who may be experiencing life problems. Information regarding this service can be obtained by contacting the Office Manager.

C. Workers' Compensation and Safety On the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

Steps to Take if You Are Injured on the Job or Suffer a Work-Related Illness

To ensure that you receive any workers' compensation benefits to which you may be entitled, you must do all of the following:

1. Immediately report any work-related injury [or illness](#) to your supervisor. You must report the injury [or illness](#) at the time it happens, and no later than 24 hours after injury [or onset of illness](#).
2. Seek medical treatment and follow-up care if required.
3. Promptly complete a written Employee's Claim Form (Form 801) and return it to the City Administrator.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Disability Payment

Any employee that receives a disability payment while on leave under the Industrial Accident Laws will only be paid the difference by Dundee between their disability payment and regular salary, provided they have accrued an adequate amount of paid leave. If forms of paid leave are depleted, the employee will not receive any salary or wages from Dundee. Upon receipt of any disability compensation, the employee must promptly report the amount received to the City Administrator. The City of Dundee will continue the employee health coverage under any group health plan during the period covered by the disability payment on the same terms as if the employee had continued to work. The employee must continue to make regular contributions to the cost of the health insurance premiums during the disability period. Employees will not accrue vacation, sick, or other benefits while the employee is on disability leave. [Amended 9/17/2019, Resolution No. 2019-11]

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Return to Work

If you require workers' compensation leave, the City of Dundee will strive to reemploy you to the most suitable vacant position available. However, you must first submit documentation from a health care provider who is familiar with your condition demonstrating your ability to return to work and perform the essential functions of the position.

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent

or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are subject to the terms of any applicable collective bargaining agreement. The City of Dundee does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by City of Dundee, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, The City of Dundee will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City of Dundee rules and procedures.

Overlap with Other Laws

The City of Dundee will account for other leave and disability laws that might also apply to your situation. If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

I. PERS (Public Employees' Retirement System) Benefits

City of Dundee participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. For information about Dundee's contributions to employee PERS or OPSRP plans, please see the Office Manager.

V. MISCELLANEOUS POLICIES

A. Alcohol/Drug Use, Abuse and Testing

City of Dundee works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescriptions or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to the City of Dundee's reputation.

Prohibited Conduct

The following conduct is strictly prohibited and will result in disciplinary action up to and including termination:

- a. Possession, sale and/or use of drugs on City of Dundee premises, while in City of Dundee-provided clothes, while on City of Dundee work-related travel, or while on Dundee business;
- b. Failure to notify Dundee of an arrest or conviction under any criminal drug or alcohol statute within five days of the arrest or conviction;
- c. Possession and/or consumption of alcoholic beverages or being under the influence of alcohol during work hours, while in City of Dundee-provided clothes or on City of Dundee premises, while operating a City of Dundee vehicle (or while operating a personal vehicle in connection with the performance of City business), or while performing job functions other than at the employee's home; or
- d. Being under the influence of drugs while on duty, on City of Dundee premises, on City of Dundee work time, while in City of Dundee-provided clothes, while on City business, or while operating a City of Dundee vehicle (or while operating a personal vehicle in connection with the performance of Dundee business).

As used in this policy, "drug" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.

Prescription Medication and Medical Marijuana

An employee who uses prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or that may affect the safety or well-being of others, must notify their supervisor of such use immediately before starting or resuming work. This includes, without limitation, medical marijuana. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as City of Dundee will not agree to allow an employee to use medical marijuana as an accommodation.

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Testing

Dundee reserves the right to:

- a. Subject applicants who are given a conditional offer of employment in a safety-sensitive position to a drug and/or alcohol test;
- b. Test employees reasonably suspected of using drugs or alcohol in violation of this policy;
- c. Discipline or discharge employees who test positive or otherwise violate this policy; and
- d. Test employees when they: (1) cause or contribute to accidents that seriously damage a Dundee vehicle, machinery, equipment or property; or (2) result in an injury to themselves or another employee requiring offsite medical attention; and (3) when Dundee has a reasonable basis to believe that the accident or injury may have been caused by drug or alcohol use.
- e. Search employees when there is reasonable cause to believe an employee possesses alcohol or a controlled substance on City of Dundee property, or has otherwise violated the provisions of this rule regarding possession, sale or use of controlled substances or alcohol.

Definitions

The phrase "reasonable suspicion" (or in any variation) used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy.

Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:

- A pattern of abnormal or erratic behavior;
- Information provided by a reliable and credible source;
- A work-related accident;
- Direct observation of drug or alcohol use;
- Presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- Unexplained significant deterioration in individual job performance;
- Unexplained or suspicious absenteeism or tardiness;
- Employee admissions regarding drug or alcohol use; and
- Unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Written Determination

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable suspicion or reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to City Administrator. Whenever possible, supervisors should locate a second

employee or witness to corroborate his/her "reasonable suspicion" or "reasonable cause" findings.

Testing Process

An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing by City Administrator. The letter of notification shall state the particular substance identified by the laboratory tests. The employee may request a third test of the sample within 24 hours of receiving the letter of notification, but such testing will be paid for by the employee.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City of Dundee ~~property, or property~~ or has otherwise violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, Dundee may search the employee's possessions located on City of Dundee property, including but not limited to, clothes, locker, lunchbox, toolbox, ~~and~~ desk and vehicles. Employees should have no expectation of privacy in any items they bring on to City of Dundee property, or in property, equipment or supplies provided by the City to employees.

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Employee Refusal to Test/Search

An employee who refuses to consent to a test when there is reasonable suspicion or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or cdl).

Failure to report as required will result in disciplinary action up to and including termination.

Drug and Alcohol Treatment

City of Dundee recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or City Administrator for assistance.

City of Dundee will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and Dundee to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City of Dundee policy is discovered, the employee's willingness to seek Dundee or outside assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person is prohibited unless written authorization is obtained from the employee.

B. Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones and similar devices), tablets and similar devices, all of which are referred to as "cellular devices" in the Cellular Devices Policy.

Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City-provided cell phones/cellular devices may not violate City of Dundee's policies against harassment and discrimination. Thus, employees who use a personal or City-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) that is harassing or otherwise in violation of City of Dundee's no-harassment and no-discrimination policies will be subject to discipline up to and including termination.

Nonexempt employees may not use their personal or City-provided cell phone/cellular device for work purposes outside of their normal work schedule without written authorization in advance from their supervisor. This includes, but is not limited to, reviewing, sending and responding to emails or text messages, and responding to calls or making calls. Employees who violate this policy may be subject to discipline, up to and including termination.

Employee Use of City of Dundee Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to City of Dundee employees on a limited basis to conduct the City's business. Determinations as to which employees receive City-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device.

Employees who receive a cell phone or cellular device from the City of Dundee must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from the City must acknowledge and understand that because the cell phone/cellular device is paid for and provided by the City, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to inspection and review if the City has reasonable grounds to believe that the employee's use of the cell phone violates any aspect of the Cellular Device Policy or any other City of Dundee policy. An employee who refuses to provide City of Dundee access to his/her City-provided cell phone/cellular device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use City-provided cell phones or cellular devices to call 1-900, 1-976 or similar "pay per minute" services. Further, family and friends may not use an employee's City-provided cell phone/cellular device.

Employee Use of Cell Phones/Cellular Devices with Cameras

Cameras of any type, including cell phones with built-in cameras and video photography devices, may not be used during working hours unless being used within the scope of your position.

Cell Phones/Cellular Devices and Public Records

Dundee-related business conducted on City of Dundee-provided or personal cell phones/cellular devices, may be subject to disclosure under Oregon's Public Records laws.

Cell Phone/Cellular Device Use While Driving

The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City of Dundee vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided by the City of Dundee.

Employees are prohibited from using handheld cell phones for any purpose while driving on City-authorized or City-related business. This policy also prohibits employees from using a cell phone or other device to send or receive text or "instant" messages while driving on City of Dundee business. Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-

free cell phone or cellular device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

C. Use of Email and Electronic Equipment, Facilities and Services

City of Dundee uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet and any new technologies used in the future. This policy governs the use of such City property.

Ownership

All information and communications in any format, stored by any means on or received via City of Dundee's electronic equipment, facilities or services is the sole property of the City.

Use

All of City of Dundee's electronic equipment, facilities and services are provided and intended for City business purposes only and not for personal matters, communications or entertainment. Access to the Internet, websites and other electronic services paid for by the City of Dundee are to be used for City business only, with incidental use during lunch or breaks. This means, for example, that employees may not use the City-provided Internet, or City of Dundee electronic equipment, facilities and services to:

- Display or store any sexually explicit images or documents, or any images or documents that would violate Dundee's no-harassment, no-discrimination or bullying policies;
- Play games (including social media games) or to use apps of any kind;
- Engage in any activity that violates the rights of any person or company protected by copyright, trade secrets, patent or other intellectual property (or similar laws or regulations);
- Engage in any activity that violates the rights to privacy of protected healthcare information or other Dundee-specific confidential information;
- Engage in any activity that would introduce malicious software purposefully into a workstation or network (e.g., viruses, worms, Trojan horses).
- Download or view streaming video for personal use. This includes, without limitation, YouTube videos, movies, and TV shows. Streaming audio is allowed, providing it does not contain explicit material, adversely affect network speed, or interfere with others' ability to work.

Further, employees may not use City of Dundee-provided email addresses to create or manage personal accounts (e.g., shopping websites, personal bank accounts, and social media accounts). City email addresses for professional-based social media accounts such as LinkedIn may be allowed with the approval of the employee's supervisor.

Inspection and Monitoring

Employee communications, both business and personal, made using City of Dundee electronic equipment, facilities, and services are not private. Any data created, received or transmitted using City equipment, facilities or services are the property of the City of Dundee and usually can be recovered even though deleted by the user.

All information and communications in any format, stored by any means on City of Dundee's electronic equipment, facilities or services, are subject to inspection at any time without notice. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the City's ownership of the electronic information, electronic equipment, facilities, or services, or the City's right to inspect such information. City of Dundee reserves the right to access and review electronic files, documents, archived material, messages, email, voicemail and other such material to monitor the use of all of the City's electronic equipment, facilities and services, including all communications and internet usage and resources visited. City of Dundee will override all personal passwords if it becomes necessary to do so for any reason.

Personal Hardware and Software

Employees may not install personal hardware or software on City of Dundee's computer systems without approval from the City Administrator. All software installed on City of Dundee's computer systems must be licensed. Copying or transferring of City-owned software may be done only with the written authorization of the City Administrator.

Unauthorized Access

Employees are not permitted unauthorized access to the electronic communications of other employees or third parties unless directed to do so by the City Administrator. No employee can examine, change or use another person's files, output or user name unless they have explicit authorization from the City Administrator to do so.

Security

Many forms of electronic communication are not secure. Employees who use cell phones, cordless phones, fax communications or email sent over the Internet should be aware that such forms of communication are subject to interception and these methods of communicating should not be used for privileged, confidential, or sensitive information unless appropriate encryption measures are implemented.

Inappropriate Web Sites

City of Dundee's electronic equipment, facilities or services must not be used to visit Internet sites that contain obscene, hateful or other objectionable materials, or that would otherwise violate the City's policies on harassment and discrimination.

D. Social Media

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web

bulletin board or a chat room, whether or not associated or affiliated with the City of Dundee, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City of Dundee or the City's legitimate business interests may result in disciplinary action up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate City of Dundee's no-harassment and no-discrimination policies and that include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct.

Express only your personal opinions. Never represent yourself as a spokesperson for the City of Dundee. If the City of Dundee is a subject of the content you are creating, be clear and open about the fact that you are a City employee, and make it clear that your views do not represent those of the City of Dundee or its employees or elected officials.

Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, City of Dundee's employees and elected officials, and suppliers or other third parties who do business with the City. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City of Dundee policy.

Maintain the confidentiality of the City of Dundee's confidential information. Do not post internal reports, policies, procedures or other internal, City-related confidential communications or information. (See "Confidential Information" policy, below.)

Request for Employee Social Media Passwords

The City Administrator and supervisors are prohibited by law from requiring or requesting an employee ~~or an applicant for employment~~ to disclose or to provide access through the employee's ~~or applicant's~~ user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a user name and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits City of Dundee from requiring an employee to produce content from his or her social media or internet account in connection with a City-sponsored

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investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

E. Confidential Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City of Dundee policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, Social Security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws or for personal use or financial gain may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City of Dundee) may be removed from our premises without permission from the City Administrator. Likewise, any materials developed by City of Dundee's employees in the performance of their jobs are the property of the City and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

F. Ethics

City of Dundee believes in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of the City of Dundee or its citizens.

City of Dundee employees are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City of Dundee from work in the private sector, you may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: <http://www.oregon.gov/OGEC>.

If you have questions about whether an activity meets the City of Dundee's or Oregon's ethical standards, please talk with your supervisor. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action up to and including termination.

G. Open-Door Policy

City of Dundee's Open Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. The City Administrator and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are surfaced early and shared without the fear of retaliation

(when the employee provides the input in good faith). If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Administrator.

H. Outside Employment

Generally, employees may obtain employment with an employer other than City of Dundee or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of City of Dundee time (including the employee's work time), facilities, equipment and supplies, or the prestige or influence of the employee's position with the City. In other words, the employee may not engage in private business interests or other employment activities on the City of Dundee's time or using the City of Dundee's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works; or
- Receipt of money or other consideration for performance of duties that the employee is required to perform for the City of Dundee.

City of Dundee requires employees to report outside employment to their supervisor on an annual basis, or sooner if any changes in outside employment occurs.

I. Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

1. All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions that result from conduct which occurred while on duty, on City of Dundee property, or in a City of Dundee vehicle (see "Alcohol/Drug Use, Abuse and Testing" policy above);
2. All arrests, citations, convictions, guilty pleas or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
3. If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, including termination.

J. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign;
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of Dundee employees to express their personal political views.); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

K. Bad Weather/Emergency Closing

Except for regularly scheduled holidays identified by the City of Dundee (see "Holidays" section, above), the City is open for business on Mondays through Fridays during normal business hours. If there are circumstances beyond our control, such as inclement weather, a national crisis, or other emergencies that make one or more of our office locations inaccessible for all or part of a regularly scheduled workday, the City Administrator (or his/her designee) will decide whether to and to what extent the City of Dundee will close. If one or more city office locations are closed, the City Administrator or designee will contact affected employees. Employees should stay in contact with their supervisors when there is reason to believe City offices may be closed. If City of Dundee closes city offices and sends employees home, employees will be paid for the time off.

In the event of extreme bad weather, we recognize that each employee's ability to safely reach work may be different. If you cannot safely report to work in such circumstances, you should contact your supervisor. If staff cannot reach the office and are able to serve City of Dundee from home, you should do so subject to approval by your supervisor. Safety and a trustworthy approach are your guides. Except in the case that the City Administrator closes City of Dundee business, the time that employees are not able to attend work during normal business hours due to extreme bad weather shall be either paid as vacation or comp time or unpaid.

A.L. Driving While on Business

Employees using a private vehicle to conduct City of Dundee's business must possess a valid driver's license and must carry auto liability insurance. Employees who use their own vehicles for authorized City business use should make any necessary arrangements with their insurance carriers.

City of Dundee may verify the validity of your driver's license and/or your driving record at the time of hire and at any point during your employment.

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While on City business, drivers are expected to make every reasonable effort to operate their vehicle safely, with due regard for potential hazards, weather, and road conditions. Drivers are to obey all traffic laws, posted signs and signals, and requirements applicable to the vehicle being operated. Seatbelts are to be used in all vehicles while on business. Drivers are to ensure that the use of prescribed or over the counter drugs does not interfere with their ability to drive while on business; operating a vehicle under the influence of alcohol or controlled substances is prohibited. Employees are responsible for notifying their supervisor of any subsequent restrictions, limitations, or other change in their driving status within 72 hours of the change or new restrictions/limitations. See also, "Cell Phone Use While Driving" policy, above.

B-M. Workplace Violence

City of Dundee recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee or member of the public against another person's life, health, well-being, family, or property will be dealt with in a zero tolerance manner by the City.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City of Dundee, or that threaten the safety, security or financial interests of the City. Employees should make such reports directly to City Administrator.

City of Dundee also may conduct an investigation of a current employee where the employee's behavior raises concern about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

C-N. Workplace Inspections – No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by the City of Dundee pursuant to policy or law unless otherwise modified by a different policy in this Handbook.

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems and computer systems. Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets and other office equipment or furniture, as well as voicemail and computer systems assigned to them by the City of Dundee; these areas are not private.

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

D-O. Tobacco/Smoke-Free Workplace

City of Dundee provides a tobacco-free environment for all employees and visitors. For purposes of this policy, "tobacco" includes the smoking of any tobacco-based product, smoking in any form (including, without limitation, cigars and e-cigarettes), and the use of oral tobacco products or "chew/spit" tobacco. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

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City of Dundee buildings and vehicles are tobacco-free areas. Tobacco use is prohibited during working hours. Further, City of Dundee prohibits tobacco use in or around City vehicles and equipment or machinery.

If you wish to smoke, you must do so outside of Dundee's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows. City of Dundee has established employee smoking areas that your supervisor can show you.

VI. TERMINATION OF EMPLOYMENT

A. Workplace Rules and Prohibited Conduct

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and City of Dundee's operations, some of which are described elsewhere in this Handbook, may also be grounds for discipline, up to and including termination.

- Falsification of employment or other City of Dundee records.
- Recording of work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time sheets (your own or another employee's).
- Theft or the deliberate or careless damage or destruction of any City of Dundee property, or the property of any other employee, citizen, vendor or third party.
- Unauthorized use of City of Dundee equipment, materials or facilities.
- Provoking a fight or fighting during work hours or on City of Dundee property.
- Carrying firearms or any other dangerous weapon on City of Dundee premises at any time.
- Engaging in criminal conduct while at work.
- Causing, creating or participating in a significant or substantial disruption of work during working hours on City of Dundee property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City of Dundee employee, customer or vendor.
- Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
- Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you.
- Sleeping or malingering on the job.
- Excessive personal telephone calls during working hours.

- Unprofessional appearance during normal business hours.
- Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City of Dundee.
- Misrepresentation of City of Dundee policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City of Dundee. Employees may not use the City of Dundee's name, logo, likeness, facilities, assets or other resources of the City of Dundee for personal gain or private interests.
- Violations of the Ethics Policy or Oregon's Ethics laws.
- Violation of any safety, health, security or City of Dundee policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by City of Dundee or outside regulatory or legislative bodies.
- Harassment or discrimination that violates City of Dundee policy.

This statement of prohibited conduct does not alter City of Dundee's policy of at-will employment. City of Dundee remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Corrective Action/Discipline Policy

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet City of Dundee standards, City of Dundee will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City of Dundee policies, procedures and rules and for other inappropriate behavior or conduct, City of Dundee may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. City of Dundee may also choose to send the employee to training or an education opportunity.

In all cases, City of Dundee retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case. Accordingly, City of Dundee reserves the right to proceed directly to a written warning, demotion, last chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when City of Dundee deems such action appropriate. City of Dundee retains the right to terminate any employee's employment at any time and for any reason, with or without advance notice or other prior disciplinary action.

B.C. Retirement or Resignation from Employment

If you choose to resign or retire, it is anticipated that you will give the City as much notice as possible – preferably a minimum of two weeks. When giving your two-weeks’ notice, vacation, comp, or sick days should not be used in lieu of notice. If you do not give ~~two-week~~two weeks’ notice of your intent to leave City of Dundee, you will not be eligible for re-employment at a later date.

Employees who miss three or more consecutive work days without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee’s decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with the City Administrator before making a final decision.

Employees must return all City of Dundee property, including phones, computers, identification cards, credit cards, keys, and manuals, to their immediate supervisor or City Administrator on or before their last day of work.

C.D. References

All requests for references or recommendations must be directed to the City Administrator. No supervisor or employee is authorized to release references for current or former employees. Providing LinkedIn “recommendations” or using a website on the internet to discuss a current or former employee’s performance or termination of employment are expressly prohibited.

By policy, City of Dundee discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing to the City Administrator.

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Employee Handbook Acknowledgement of Receipt

I acknowledge that I have received and will read a copy of City of Dundee's Employee Handbook. I also understand that a copy of the Employee Handbook is available to me at any time to review.

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I understand that City of Dundee has adopted the Employee Handbook only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in City of Dundee's sole discretion. I acknowledge that the Employee Handbook is not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

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I understand that either City of Dundee or I may terminate my employment relationship at any time, for any lawful reason, with or without cause, and with or without advance notice. I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

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I have reviewed or will review City of Dundee's policies regarding equal employment opportunity and providing a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation or harassment to my supervisor or City Administrator.

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During my employment with City of Dundee, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new polices as issued, and to ask questions about any interpretation of any of the policies.

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I have read this acknowledgement carefully before signing.

Employee Signature

Date

Employee's Name Printed

The original of this document will be kept in the Employee's personnel file. A copy will be provided to the Employee upon request.

AGENDA REPORT

To: Mayor Russ and City Council

From: Steve Dahl, City Administrator

Date: November 11, 2024

Re: Possibility of new fire district

Background:

One of the ideas listed in the countywide fire study was for small cities to work together to create a larger fire district. These cities included Dayton, Lafayette, Carlton, and Dundee. Fire Chief Hamilton and I discussed the idea and thought it would be beneficial to reach out to the other fire chiefs to gauge their interest in creating a larger district or determine if they did not feel the need to move forward.

The fire chiefs from the other cities have expressed interest, so Fire Chief Hamilton and I are bringing the idea to the council for your feedback.

Phase I: Establishment and Expansion of Existing Intergovernmental Agreements

As an expanded form of cooperative efforts, existing IGA concepts could be expanded. Two or more agencies in the study area could implement the same or similar approaches currently used in the other agencies. Those approaches may be limited to administrative and support functions and other functional unification strategies, or may be inclusive of most, or all, operational elements based on the needs and desires of the participating agencies.

All the agencies collaborate today, in varying ways and degrees of cooperative interaction. Additional areas of functional and operational unification could include:

- Shared rules, regulations, and operating procedures (functional unification)
- Joint/Entry-level testing (functional unification)
- Human Resources management/administrative services (functional unification)
- Collaborative Duty Officer coverage (operational unification)
- Joint Fire Prevention services (functional unification)
- Shared Emergency Management services (functional unification)
- GIS mapping; Pre-planning services; Mobile Data Computer program (functional unification)
- Commonly managed volunteer programs (functional unification)
- Support Services (functional unification)
- Dispatch and communication

Potential IGA amendments could more closely unify the agencies that are involved in this study. The factor of autonomy is often viewed positively by agencies because it retains the governmental entity's ability to retain local control and decision-making. This methodology also includes the ability to withdraw from the arrangement in the future, if a party is dissatisfied with the result. However, the disadvantage of the autonomous approach is that it lacks long-term organizational commitment and the advantages that could be gained in terms of increased efficiency that are realized in a fully integrated long-term service delivery environment.